

STATE BANK OF INDIA Premises & Estate Department Local Head Office, Patna

APPLICATION ID NO.: PAT2021/SECURITY/02 START DATE: 12.10.2021

LAST DATE OF SUBMISSION OF DULY FILLED APPLICATION: ON OR BEFORE 2:00 PM ON 02.11.2021

SBI,LHO Patna invites applications for pre-qualification/empanelment of vendors for supply, installation, testing, commissioning and annual maintenance of security alarm system in the branches/offices/ATMs in State Bank of India in the States of Bihar and Jharkhand. The eligibility criteria and application form will remain available on Bank's website www.sbi.co.in, <a href="www.sbi

Asst General Manager (P&E)

Date: 12.10.2021

NOTICE FOR PRE-QUALIFICATION EMPANELMENT OF VENDORS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND ANNUAL MAINTENANCE OF SECURITY ALARM SYSTEM IN THE BRANCHES/OFFICES/ATMS OF SBI IN THE STATES OF BIHAR and JHARKHAND

State Bank of India (hereinafter referred to as SBI / the Bank) a body corporate created under State Bank of India Act 1955, having its Local Head Office at Patna includes the client's representatives, successors.

State Bank of India (SBI) Local Head Office Patna intends to empanel vendors for supply/installation/testing/commissioning and maintenance under Service Level Agreement of SECURITY ALARM system of recommended makes in its branches/ offices/ATMs etc spread over Bihar and Jharkhand states.

The application document may be downloaded fromBank's website www.sbi.co.in
under procurement news (LINK: https://sbi.co.in/web/sbi-in-the-news/procurement-news) , www.bank.sbi or obtained from the Bank as under and the application along with all necessary documents for empanelment should be submitted to the under mentioned office;

ASSISTANT GENERAL MANAGER (P&E) STATE BANK OF INDIA LOCAL HEAD OFFICE, PATNA, GANDHI MAIDAN (WEST) PATNA-800001

- ❖ SBI reserves the right to change the dates mentioned in this document, which will be updated in the Banks website.
- ❖ The information provided by the vendors in response to this document will become the sole property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this application.

Please note that all the information desired needs to be provided. Incomplete information would lead to disqualification/ non-consideration of the proposal.

ASSISTANT GENERAL MANAGER (P&E)

INVITATION TO BID

SBI, Local Head Office, Patna invites applications for prequalification/empanelment of vendors for supply, installation, testing, commissioning and maintenance of recommended makes security alarm system in the branches/offices/ ATMs in State Bank of India in the State of Bihar & Jharkhand.

State Bank of India (hereinafter referred to as SBI / the Bank) a body Corporate created under State Bank of India Act 1955, having its Local Head Office at Patna includes the client's representatives, successors.

State Bank of India (SBI) Local Head Office, Patna intends to empanel vendors for supply/installation/maintenance under Service Level Agreement of SECURITY ALARM system in its branches/ offices/ ATMs etc spread over in the State of Bihar and Jharkhand. The Bank proposes to invite tenders from established & reputed vendors to undertake supply, installation, testing, commissioning and maintenance of equipment as per details listed out in this document.

The Bidding Document will be available online to the shortlisted vendors only. Bank reserves the right to change the dates mentioned in this RFP document, which will be updated in the Banks website.

The information provided by the vendors in response to this RFP document will become the sole property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the vendors and such amendments will be binding on them.

Please note that all the information desired needs to be provided. Incomplete information would lead to disqualification/ non-consideration of the proposal.

SCHEDULE OF EVENTS

Application & Bid Document Availability	Application & Bidding document can be downloaded from Bank's website www.bank.sbi or https://sbi.co.in/web/sbi-in-the news/procurement news.
Last date for requesting clarification	Upto 1500 hrs on 21.10.2021 All communications regarding points / queries requiring clarifications shall be e-mailed at agmsec.lhopat@sbi.co.in
Pre - bid Meeting at Circle Security Department, Ground Floor, State Bank of India, Local Head Office, Patna	22.10.2021 at 1500 hrs
Last date of submission of application & technical bids	02.10.2021 at 1400 hrs on
Opening of Application & Technical Bids	O2,10.2021 at 1500 hrs Authorized representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the vendor's Representatives.
Empanelment of vendors	Intimation to vendors who qualify/shortlisted in the Technical Bids.
Opening of Commercial Bids / Reverse Auction Contact Details	On a subsequent date which will be communicated to such vendors who qualify in the Technical Bid.
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All queries/correspondence relating to this RFP should be sent to	The Asst General Manager (P&E), Premises & Estate Department SBI, Local Head Office, Patna Gandhi Maidan (West) - 800001
	agmsec.lhopat@sbi.co.in
Telephone	0612-2209040
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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Vendor(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Vendor(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Vendor(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each Vendor may require. Each Vendor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Vendor.

INTRODUCTION

1. Broad Scope of Work:

To prepare a panel of reputed & reliable Manufacturers/ Firms/ Companies/ Dealers/ Vendors dealing in supply, installation of SECURITY ALARM Systems and their commissioning, software optimization/customizations, providing warranty/Post warranty services.

SECURITY ALARM System supply, delivery at site, unloading, any other services associated with the delivery of equipment and installation, cabling, commissioning, software optimization/customizations, providing warranty/Post warranty services (i.e. Annual Maintenance Contract) and AMC's of existing security equipment and any other related accessories/services for the complete installation and commissioning of system in the State Bank of India branches/Offices/ATM's in the State of Bihar and Jharkhand following in the below mentioned Networks:

Network I (South Bihar): Gaya and Patna Administrative Area. .

Network II (North Bihar): Bhagalpur and Muzarffarpur Administrative Area .

Network III (Jharkhand): .Ranchi, Dhanbad and Deoghar Administrative Area

2. <u>Eligibility Criteria:</u> Each of the following criteria should be fulfilled for further evaluation of technical bid. Not fulfilling any one of the criteria will result in rejection of bid.

The intending Manufacturer/ Firm/ Company/ Dealer/ Vendor should be in the field of supplying, installation & maintenance of SECURITY ALARM system business for which he is applying for a minimum period of **05 years** as on 31st March, **2021**.

The Manufacturer/ Firm/ Company/ Dealer/ Vendor should have **installed minimum 400 SECURITY ALARM System during last 05 years** in Government/ Semi Government/ Nationalized Public Sector Banks/ Public Sector Undertaking (PSUs) / Financial Institutions (Fls)/ Corporate Offices etc. out of which **minimum 200** should have been in Banks (Public/Private sector).

They must be empaneled in **minimum 03 Banks** (Public or Private sector) at all India level and out of which **02 Banks** (Public or Private sector) should be fin Bihar and Jharkhand State.

Documentary proof should be provided in support of work done like work order Copy and Satisfactory Performance Certificates and work completion certificate from the clients in original. Documentary proof of Service Level agreement copy should be provided.

Manufacturers/ Firms/ Companies/ Dealers/ Vendors must have valid PAN AND GST number and should have complied with all applicable statutory provisions/ obligations.

If the vendor is original equipment manufacturer of the **proposed make** (as per the RFP document) of the system or a subsidiary company of a manufacturer company for such system, proof for the same must be provided.

If the vendor is authorized supplier of the **proposed make** (as per the RFP document) of equipment's, it shall have back-to-back agreement with each of the equipment Manufacturer, to give direct support for maintenance, spares and upgrades for a **minimum period of 05 years (including warranty period)**. (Annexure-B)

The company/vendor should have Manufacturer's Authorization Form (MAF) in original with clear validity date. The copy of the same is to be attached with the documents. (Annexure-B).

The products proposed by the vendor **should be from OEM which** should be **UL** (Underwriters Laboratories Inc) / **CE** (*Conformité Européenne* ("European Conformity") / **BIS** (Bureau of Indian Standard)/FCC certified. A proof of the same is required to be provided by the vendor. **Preference will be given to the brand having certification from the laboratory accepted/known at National and International level for qualitystandard.**

The Manufacturer of the equipment must have a sound well documented Quality Framework. Applicant is permitted to submit a valid ISO certificate (ISO 9001:2008) (ISO14001:2004) or equivalent (**not older than 01 year**) for the Manufacturer in support of this clause, if any.

The applicant should have an established office/ service centre with technical personnel in Bihar & Jharkhand State for providing 24 hours X 7 days post implementation support. The Office should be there for minimum **three years** as on the date of the tender. Proof for the same to be submitted i.e. **Registration certificate under Shops & Establishment act from State Government is mandatory as on date of publication of tender notice.**

Further, if empaneled, **it is mandatory** for the vendor to open Office where Bank's Administrative Office is located, after getting area allotment letter and before commencement of the contract failing which the empanelment will be cancelled. Documentary proof like lease agreement/agreement of sale and **shops and establishment certificate** to be provided.

The Manufacturers/ Firms/ Companies/ Dealers/ Vendors should have sufficient qualified and trained engineers/technicians for supervision and execution of work (List of technician/ tradesmen along with their qualification to be enclosed).

The Manufacturers/Firms/Companies/Dealers/Vendors should have sufficient workshop space & technical equipment for testing/repairing/execution/maintenance of equipment befitting to the quality & quantity of work. The Bank may inspect the facilities of the Manufacturer/ Firm/ Company/ Dealer/Vendor to verify the genuineness and to ensure the conformity with the details given.

<u>Turnover</u>: Average Annual financial turnover of the Manufacturer/ Firm / Company / Dealer / Vendor for **similar work** during the last 3 years, ending 31st March 2021 (For FY 2018-19,2019-20,2020-21) should be at least **Rs.50 Lakh (Rupees Fifty lakh only)** (Attested photocopies of the ITRs and Audited Balance Sheets of last three years to be provided). Please attach only Profit & Loss statement and turnover certificate duly certified by a Chartered Accountant. In the absence of certificates the RFP application will be summarily rejected. No other documents are required to be attached. Additional supporting documents if required would be asked for, subsequently.

<u>"Similar work"</u> means supply, installation and successful completion of **Security Alarm** related work, Copy of **work order and successful completion certificate** must be provided in original. Non submissions of completion certificate will mean that the required amount of work has not been done and the proposal will be rejected.

The applicant should be **in profit during the last three** consecutive years i.e 2020-21,2019-20, 2018-19.

During the period of last 05 years the vendor should have experience of providing Maintenance support to **minimum 200 branches/ offices** of Banks (Public/PrivateSector) under Annual Maintenance Contract (AMC). Proof to be submitted.

The proposed security equipment should be an established brand and should in market for te last 05 years. Proof to be submitted.

The proposed brand OEM must have fully equipped repair and maintenance office in India and sub Office in Bihar & Jharkhand state.

It is mandatory for the vendor to submit **work satisfactory certificate** of **each client** where they are currently empaneled and shown by them in the tender documents. The work satisfaction certificate should be from **Administrative Office/Regional Business Office** where they are providing the services, failing which their proposal will be rejected.

Work Order:

Experience of having successfully completed Security Alarm related works, the completed work order not less than **Rs.50 Lakh (Rupees Fifty lakh only)** excluding taxes during last 05 years up to 31.03.2021.Copy of **work order** and **successful completion certificate** must be provided in original. Non submissions of completion certificate will mean that the required amount ofwork has not been done and the proposal will be rejected.

3. <u>Satisfactory performance certificate</u> in <u>original</u> from the clients where installation has been done (i.e currently not empaneled with the company but whose work order completed and shown in tender documents).

<u>Solvency Certificate</u>: The vendor should have latest solvency certificate of Rs <u>Ten lakhs</u> <u>only</u> certified by a scheduled Bank. <u>It should not be older than six months from the date</u> <u>of submission</u>. In case, the applicant is not able to supply the solvency certificate in original, then the copy of the certificate shall be attested by a notary.

Product Literature: Technical Specifications/Brochure of the product offered to be attached.

Submission of EMD as per the Para 9.

The intending Manufacturer/Firm/Company/Dealer/Vendor who are under arbitration/ litigation with our Bank or have been black listed/ de-listed/ de-empaneled (due to poor /unsatisfactory performance) by any Government/Semi Government/NationalizedPublic Sector Banks/Public Sector Undertaking (PSUs)/Financial Institutes (FIs)/ Corporate Offices will not be considered for Empanelment.

Weightage will be given to the vendor in matrix for his **current empanelment** with numbers of Banks (Public/Private sector). (Proof to be submitted) The more number of Banks he is empaneled and work with some additional marks will be given in the matrix.

4. Company/Vendor security equipment/products, if failed in compliance with **technical specification** and **certification** as asked by the Bank during the product demonstration, will disqualify the company/vendor from the further tendering process.

Preference will be given to Make in India products matching specification and certificate given in the tender document.

5. <u>Cost of Bidding</u>: The Vendor shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

6. The Bidding Documents

The Vendor is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Vendor's risk and may result in the rejection of the Bid.

The Vendor shall indicate the measure of compliance to each paragraph of this RFP. While preparing the compliance report, if the Vendor feels that additional information would be required for enabling full understanding of the Vendor's offer, such points should be supplemented by additional description information.

Clarification / Amendment of Bidding Document

Vendor requiring any clarification of the Bidding Document may notify the Bank in writing on or before Schedule date and time.

A pre-bid meeting is scheduled as per schedule of events. Participating bidders to submit their points for clarification via e-mail 02 days before pre-bid meeting so that same can be compiled and discussed during the meeting.

Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the vendors. It is the responsibility of the vendor to check the website before final submission of bids.

Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted by Bank, the same will be put up on Bank's Website.

All vendors must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by vendor.

At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Vendor, may modify the Bidding Document, by amendment.

In order to enable vendors reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

7. Language of Bid

The Bid prepared by the Vendor, as well as all correspondence and documents relatingto the Bid exchanged by the Vendor and the Bank and supporting documents and printed literature shall be submitted in **English**.

8. Bid Prices

Prices are to be quoted in **Indian Rupees** only.

Prices quoted should be all inclusive excluding taxes.

Prices quoted by the Vendor shall be fixed for minimum <u>03</u> years. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

Bank will review the price of the Security Alarm system <u>every three years</u>, if <u>required</u>, along with the review of the specification. The latest specification higher and better than the existing one on same approved rate or less than it if available will be provided to the Bank by the vendor.

9. Documentary Evidence Establishing Vendor's Eligibility and Qualifications

The documentary evidence of the Vendor's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction:

- (a) that, in the case of a Vendor offering to supply products and/or Systems under the Contract which the Vendor did not produce, the Vendor has been duly authorized as per authorization letter (**Annexure-B**) and back to back support certificate for **05** years.
- (b) that adequate, specialized expertise are available to ensure that the support services are responsive and the Vendor will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and after it, should be in **position** to provide necessary maintenance services up to **next five years** under AMC.

10. <u>Documentary Evidence Establishing Eligibility of Products and Conformity to</u> <u>Bidding Documents</u>

The Vendor shall submit point by point compliance to the technical specifications and it should be included in the Bid. Any deviations from specifications should be clearly brought out in the bid.

The Vendor should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply/provide.

On selection the price break up item wise to be submitted and **under no circumstance price of individual items should be quoted above its MRP**. Quoting of price of item above MRP will reject the bid and next lowest vendor will be given chance to offer his product.

Earnest Money Deposit (EMD)

The Vendor shall furnish, as part of its technical bid Bid, an EMD in form of DD in the name of SBI Local Head Office payable at Patna. The EMD amount for SECURITY ALARM is **Rs. 100000/- (One lac thousand) only.**

The EMD is required to protect the Bank against the risk of Vendor's conduct, which would warrant the EMD's forfeiture.

Any Bid without an EMD will be rejected by the Bank, as non-responsive.

The EMD of the unsuccessful Vendors shall be returned within 30 days from the date of award of contract to successful vendor and no interest shall be payable on EMD of unsuccessful bidders.

The successful Vendor's EMD will be returned when he will submit security money deposit (which will be 5% of the cost of work) or **minimum one lakh** upon the Vendor signing the Contract. This money will be held up to the existing of contract with the vendor.

The EMD may be forfeited:

- a) if a Vendor does not participate in the reverse auction or offline commercial bid. or
- b) if a Vendor makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c) in the case of a successful Vendor, if the Vendor fails;
 - (i) to sign the Contract;

or

(ii) to furnish security deposit.

Period of Validity of Bids

Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

In exceptional circumstances, the Bank may solicit the Vendors' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Vendor may refuse the request without forfeiting its EMD.

The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

11. <u>Documents Comprising the Bid</u>

Documents comprising the <u>Technical Proposal Envelope</u>, should contain following:

- (a) Application For Empanelment Annexure- A
- (b) Manufactures/ Producers Authorization Form Annexure-B
- (c) EMD-Annexure-C
- **(d)** Compliance in accordance with the clauses in the BID and duly signed by the authorized representative of the Vendor and stamped with the official stamp of the Vendor (Board resolution authorizing representative to bid and make commitments on behalf of the Vendor on each page to be attached).
- 12. While submitting the Technical Bid, literature on the software / hardware if any, forms and Bids documents should be segregated and kept together in one section / lot. The EMD to be given in separate envelops with proper encryption on top.

Any Technical Proposal <u>not containing</u> the above will be rejected. The Technical Proposal should <u>NOT contain any price information</u>. Such proposal, if received, will be rejected.

The Technical bid should be submitted in properly sealed NON-WINDOW envelopes, superscribed with Technical bid for "Supply, Installation, Testing, Commissioning and Maintenance of SECURITY ALARM SYSTEM for SBI".

The Bid shall be typed or written in indelible ink and shall be signed and stamped by the Vendor or a person or persons duly authorized to bind the Vendor to the Contract. The person or persons signing the Bids shall initial and stamp all pages of the Bids, exceptf for un-amended printed literature.

Any inter-lineation's, erasures or overwriting shall be valid **only** if they are initialed and stamped by the person signing the Bids. The Bank reserves the right to reject bids not conforming to the above.

If the envelope is not properly sealed and marked, the bid will be rejected.

<u>Deadline for Submission of Application/Bids:</u> Bids must be received by the Bank at the address not specified later than the date & time specified in the RFP.

In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and vendors previously subject to the deadline will thereafter be subject to the extended deadline.

13 <u>Late Bids:</u> Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the vendor.

14. <u>Modification and Withdrawal of Bids</u>

The Vendor may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

The Vendor's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent **by e-mail**, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

No Bid will be modified after the deadline for submission of Bids.

No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Vendor on the Bid Form. Withdrawal of a Bid during this interval may result in the Vendor's forfeiture of its EMD.

15. Opening and Evaluation of Bids

Opening of Bids by the Bank

The Vendors' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening. Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Vendors.

Preliminary Examination

The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.

Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP without any deviations.

The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Vendor by correction of the non-conformity.

Technical Evaluation

Only those Vendors and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc.

Bank will evaluate the technical and functional specification of the SECURITY ALARM System quoted by the Vendor and weightages for various features would be asunder:

Technical Bid: Evaluation Matrix

SI	Parameter	Marks		Total Marks	Marks obtained
1	Average Turnover during last three years (in sales of Security Alarm system)	I. II.	Above 50 lacs 05 Up to Rs.50 lacs 03	05	
2	Years of experience in the field	I. II.	10 years and above- 05 Between 05 years and 10 years 03	05	
3	Product	I. II. III.	Manufacturer of the given brand - 05 Subsidiary company of given brand- 04 Authorized dealer of the given brand- 03	05	
4	Currently empaneled with number of Banks (Public/ Private Sector)	I. II. III.	More than 06 Banks- 05 Between 04 to 06 Banks- 04 Up to 03 Banks- 03	05	
5	ISO certificate given for excellence to the bidding Company/ Vendor	l. l.	Has Certificate - 05 No Certificate- 00	05	
6	Installation work done	I.	Installation done in Bank (Public/Private)/ Government/Semi Government /PSU/FI- 05. Installation done in Bank (Public/Private)- 03	05	
7	Number of Installation done of Security Alarm system	I. II. III.	More than 600 10 Between 500 to 600- 07 Between 400 to 500- 05	10	
8	Currently providing maintenance support to branches/ offices under Annual Maintenance Contract (AMC)	I. II. III.	More than 200 branches/Offices- 10 Between 100 to 200- 07 Between 50 to 100- 05	10	
9	Presence of Company	I. II.	Presence in Bihar, Jharkhand and other States- 05 Presence in Bihar, Jharkhand only - 03	05	
10	Office in Bihar & Jharkhand	I. II. IV. V.	Patna & Gaya - 02. Bhagalpur & Muzzaffarpur-02 Ranchi- 02 Deoghar- 02 Dhanbad- 02	10	
11	Technical Presentation and Equipment demonstration	I. II.	Technical Presentation - 15 Equipment demonstration - 10	25	
12	Product presence in the Market	I. II.	More than 10 years- 05 Between 05 to 10 years- 03	05	

13	Committee assessment	Assessment of Company with regard to its Feedback. reputation, experience and infrastructure	05	
	Total		100	

Marks under each parameter will be awarded by the committee but will not bedisclosed to the vendors. Minimum qualifying marks shall be marks obtained within 20% of the highest obtained marks. The bids of vendors securing less than the qualifying marks will not be considered for further evaluation. For example if the highest vendor score 90 marks, than applicants scoring 72 marks and above will be considered for further process.

During evaluation and comparison of bids, the Bank may, at its discretion ask the vendors for clarification of its bid. The request for clarification shall be in writing. No post bid clarification at the initiative of the vendor shall be entertained.

Only the shortlisted applicants i.e. who fulfilled the eligibility criteria and other terms and conditions would then be invited by the Bank to make a presentation of their equipment and their proposed methodology, at their own cost.

16 Empanelment of the vendor:

Those Vendors who qualify in pre-qualification and Technical evaluation will be eligible for empanelment in the Bank for period of 03 years from the date of signing of agreement. The validity of empanelment may be reviewed by the Bank on the existing terms and conditions for another one year, provided that the vendor performance is found to be satisfactory during the Contract period. The vendors have to submit their consent in writing for working with bank as per the terms and conditions of this RFP in their company letter head, seal and signed by the authorized person. (Annexure-D). It is to note that after the completion of 03 years if the vendor does not get de-empanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one year.

If empaneled vendor does not participate in Online/Offline bids/reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled and the security money deposited will be forfeited.

Those empaneled vendor who did not get any work order during the term of 03 years empanelment, their empanelment will be extended to another one year, subject to the condition that any adverse report against their performance in the same field is not received from their existing clients.

The online commercial bidding process for fixation of different component of Security Alarm System will be through sealed price bidding (online/offline). Those vendors who qualify in pre-qualification and Technical evaluation and subsequently empaneled in the Bank, will be called for online price bids.

17. Vendor will submit the online/offline sealed Price bid Proposal, as per Annexure-F on the Vendor's letter head wherein the "All Inclusive Price" excluding taxesunder the signature and seal. He will also enclose the price break up of BOQ as per appendix-6. The price will be fixed for 03 years.

Bidding will be done for complete Circle branches/offices/ATMs falling under all Networks and inclusive of AMC charges. Network details given at Para 1 of RFP. It should be noted that the rates of individual items should not be quoted above MRP otherwise the bid will not be accepted.

Malpractice/attempt to influence/manipulation of rates i.e. quoting lower rates compared to the market/OEM rates shall be viewed very seriously. If such a situation comes to the notice and /or there are reasons/ circumstances for Bank to believe so, the concerned applicants will be called in to give justification of rates quoted by them to the committee. If they are not able to give proper/ satisfactory justification of their quoted rates, their bid will be cancelled.

Arithmetic errors, if any, in the price breakup format will be rectified as under:

- (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the vendor does not accept the correction of errors, the bid will be rejected.
- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- (c) If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any vendor.

<u>Prices for all Items</u>: The Vendor should quote for complete solution proposed/listed in this Bid. In case, prices are not quoted by any Vendor for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Vendors participating in the bidding process will be reckoned as the notional price for that service, for that Vendor. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Vendors (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Vendors. However, the Bank reserves the right to reject all such incomplete bids.

The commercial bid shall include the complete cost of the project, implementation cost i.e. all cost involved till the time of testing and satisfactory handing over the complete system to the purchaser i.e. the State Bank of India.

18 Contacting the Bank

No Vendor shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

Any effort by a Vendor to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Vendor's Bid.

19. Award Criteria

- a. As the number of branches and area is quite large, it is considered that it is beyond the capability of one vendor to carry out the same. In view of the above the work may be distributed amongst the vendors/bidders at L-1 rate. The allocation of work will be done in the following manner provided the vendors at L-2, L-3 etc are willing to work at L-1 rates. The ratio of work among L-2, L-3 etc will be decided by the Bank depending upon the total firms shortlisted in the tender process.
- b. In case any /each of L-2 to L5 are not willing to work for L1 rates than the offer will pass to the next vendors i.e. L-6, L-7 etc. In case, no vendor agrees to work in L-1 price than the entire contract shall be performed by L-1 vendor.
- c. In case L-1 shows unwillingness to work, than again commercial bidding (Online/Offline) will be done. The L-1 vendor who after bidding showed unwillingness to do work, his EMD will be forfeited and will not be allowed to participate in future tender process for three years,
- d. The Bank will award the Contract to the successful Vendor who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid i.e L1. The Bank may, if considered necessary, hold comprehensive price negotiations with L1 vendor.

The Bank reserves the right at the time of award of contract to increase or decrease the numbers of branches or numbers of security system required or change in location where equipment's are to be supplied from what was originally specified while floating the RFP without any change in unit price or any other terms and conditions.

<u>Bank's right To Accept Any Bid and to reject any or All Bids: The</u> Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Bank's action.

20. Notification of Award

Prior to expiration of the period of Bid validity, the Bank will notify the successful Vendor in writing or by e-mail, that his Bid has been accepted.

The notification of award will constitute the formation of the Contract. The selected Vendor should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within **07 days** of receipt of the communication. (**Annexure-D**)

Upon notification of award to the L1, L2, L3, L4 and L5 vendors, the Bank will promptly notify each unsuccessful Vendor and will discharge its EMD.

Although work will be allotted up to L-5 vendor. Remaining vendor if any will be empaneled in the bank **for 03 years**. For this they have to submit their consent letter (**Annexure-D**). They will not be allotted any work immediately. But in case of unsatisfactory performance by any of the L-1, L-2, L-3, L4, L5 vendors, the Bank may award work to empaneled vendor if they agree to work in approved L-1 price for the contract period. Or they will be called to participate in future commercial bids for the

SECURITY ALARM SYSTEM.

21. Security Deposit: Security Deposit in the form of DD (in the name of AGM P&E SBI LHO, Patna payable at Patna) of __5% of contract value or minimum Rupees one lakh for SECURITY ALARM whichever is higher amount to be submitted by the successful vendor (i.e vendor who got the work order) within 07 days and this amount will be deposited in the Bank's current Account and the vendor will not be getany interest on the amount. Contract will be signed after deposit of the security deposit amount. The amount will be held by the Bank during the term of the contract.

Signing of Contract:

In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Vendor.

Failure of the successful Vendor to not sign the agreement with the Bank shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

The Bank reserves the right either to forfeit the security deposit or to cancel the purchase order or both if the Vendor fails to meet the terms of this RFP or contracts entered into with them.

23 Signatures:

In the event of the bid being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any one or more of the partners, it must be signed on his / their behalf by a person holding a power of attorney authorizing him to do so. In the case of authorized person, the copy of letter issued by competent authority to sign on behalf of the company should be enclosed (with resolution copy).

24. GENERAL

The Vendor shall present a comprehensive description of the architecture and configuration of the proposed system, identifying salient features and functions that include design proposal with layouts, diagram, etc. Third party equipment offered, as system integrator must be indicated. The selected final vendor must provide a project execution plan with a technical proposal wherever required or asked by the Bank.

Any functions or features not specifically mentioned in technical specification of the product, but which may be necessary for the completeness and efficient performance of the system as an operating entity shall be indicated by the Vendor and explained in detail indicating any price variation. Price of any item or feature not offered by the Vendor as part of basic configuration shall be indicated separately.

The vendor shall clearly indicate the country of origin, manufacturer of the equipment. Testing and Certification: The vendor shall arrange to provide testing and certification of the complete system installed.

All systems and components must be in compliance with UL/FCC/BIS/CE certifications.

The bank may arrange for the third party inspection of the products/equipment provided (as per the RFP document) for the system installed for its meeting the entire RFP criterion. The vendor who wins contract shall provide all the possible assistance in this

process. In case it was found that the equipment/hardware/ software supplied is not as per given brands / specifications, SBI will take a suitable action as deemed fit.

It will be imperative on each of the vendors to fully acquaint themselves with all the local conditions and factors, which can have any effect on the performance of the contract. Earthling arrangements for all the equipment's shall be the responsibility of the Supplier and to be carried out as per standard procedures.

The system software should be free of cost along with the system price and in future if any up gradation is required for running of the system then it should be upgraded free of cost. The new control panel should have warranty of 02 years.

25. Miscellaneous

The selected Vendor should carry out all installation/AMC tasks in close coordination with the Security Officer and **Chief Manager (Compliance)** posted at AO/RBO, depending on the Bank's requirement.

The selected Vendor should undertake to implement the observations/ recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank.

Note: Not withstanding anything said above, the Bank reserves the right to reject the contractor cancel the entire process without assigning reasons thereto.

26. <u>Technical specification:</u>

SECURITY ALARM System: Appendix-5.

Note: All necessary hardware and software required to make the solution work strictly as per technical specifications. The specifications given are minimum Vendors can quote equivalent or higher technical specifications to meet the Bank's requirements. However no weight age would be given for higher configurations.

27 BOQ

SECURITY ALARM System: Appendix-6.

28 SYSTEM REQUIREMENT - Security Alarm System

The System Should be feature rich, scalable system designed for banking applications.

The Alarm Panel should support both hardwired and wireless devices.

The panel should have separate full message LCD Keypads which should be used to configure the system without using any laptop.

All the zones should be fully supervised.

The Panel should have integrated power supply and a supervised digital communicator.

The Panel should have auxiliary power for powering security devices.

The panel should have False alarm prevention features like Silent exit delay, Audible Exit delay, Cross Zone.

The Panel should have Arm/Disarm bell squawk.

The Panel should have option of Auto arming & disarming.

The Panel should have temporary zone bypassing/disabling option.

The system should be capable of network 4G,(LAN/WAN) & Internet communications.

The Panel should have Partition facility.

Control Panel and Sensor Certification: UL/CE.

29. TERMS AND CONDITIONS OF CONTRACT (TCC)

Definitions: In this Contract, the following terms shall be interpreted as indicated:

"The Bank" means State Bank of India.

"The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

"Vendor" is the bidder who will participate in the tender process and also covers those who will be successfully empaneled in the Bank.

"The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

"The Equipment" means all the security hardware/software and or services which the Vendor is required to supply to the Bank under the Contract;

"The Services" means those services ancillary to the supply of the Products, such as transportation and insurance, installation, commissioning, customization, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract;

"TCC" means the Terms and Conditions of Contract contained in this section;

"The Project" means supply, installation, testing and commissioning of Security hardware/software & services. It also includes maintenance of the equipment.

"The Project Site" means various branches/offices/cells/ATMs/Kiosks of the State Bank of India in the state of Bihar and Jharkhand where the equipment is to be supplied, installed and commissioned/ maintained.

"AO/RBO" means Administrative Office/Regional Business Office of State Bank of India.

In case of a difference of opinion on the part of the Vendor in comprehending and/or Interpreting any clause/provision of the Bid Document after submission of the Bid, the Interpretation by the Bank shall be binding and final on the Vendor.

The Scope of Work shall include supply, delivery at site, unloading, any other services associated with the delivery of equipment and installation, cabling, commissioning, software optimization/customizations, providing warranty/ Post warranty services (i.e.

Annual Maintenance Contract) for the equipment and any other related accessories / services for the complete installation and commissioning of system. Annual Maintenance Contract (AMC) of the existing security system. The required back to back supported certificate from manufacturer of the existing Security Equipment will be arranged by the vendor.

Country of Origin / Eligibility of Goods & Services

All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

<u>VENDOR WARRANTS THAT THE EQUIPMENT</u> supplied shall be brand new, free from all defects in fault and material, and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type shall be in full conformity with the specifications, drawings and samples, if any, and shall operate properly. VENDOR shall be fully responsible for its efficient operation.

Vendor further confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. He also undertakes to produce certificate from the Original Equipment Manufacturers (if required) in support of the above statement at the time of delivery / installation.

In case of default and the Bank finds that the above conditions are not complied with, than the vendor will take back the equipment supplied and return the money paid by Bank, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

In case of default and vendor is unable to comply with above at the time of delivery or during installation, for the Security Hardware / Software already billed, he will take back the security equipment's without demur, if already supplied and return the moneyif any paid to him by the Bank in this regard.

In event of any information/ data/ particulars proven to be incorrect the Bank will have the to disqualify vendor from the bid and in event of any details submitted turned out to be false during the tenure of AMC the Bank is at discretion to forfeit the EMD/ Security money deposit towards performance security and terminate the AMC.

VENDOR further certifies that the sale of the software system to the Bank and use thereof do not infringe any provisions of the various laws related to patents, trademarks, copy rights or other intellectual property rights. The software will be free uploaded along with the security equipment cost and will be upgraded free of cost in further if required for the smooth functioning of security equipment.

Use of Contract Documents and Information

The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank. The Supplier will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

Patent Rights/Intellectual Property Rights:

THE VENDOR shall warrant that the repair and maintenance service/products offered for sale do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. THE VENDOR shall indemnify SBI from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach or infringement of patent/ copy right /license/trade secret or other property right of any other person or other entity for the hardware/peripherals/equipment sourced either from third parties or from themselves.

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.

Inspection and Quality Control Tests

The Bank reserves the right to carry out pre-shipment factory /go-down inspection at **the location of vendor** by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Vendor's office. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank.Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.

<u>Delivery/Installation Schedule & Penalty for Delayed Deliveries/Installations</u> Delivery and installation of security equipment should be within <u>15 days</u> from date of placing of work order.

In the event of the equipment not being delivered, installed, tested and commissioned within a period of 15 days from date of work order, a penalty of **0.5 percent** of the total consideration for each week or part thereof the delay, subject to maximum amount of **five (05) percent** of the total consideration will be charged to vendor.

This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of Security equipment.

In event of further delay in installation or maintenance visit, the Bank reserves the right to cancel the Work Order/ AMC and forfeit the EMD/Security money deposit. In the event of such cancellation, the vendor is not entitled to any compensation. Please note the installation/maintenance schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and penalties levied.

Delivery/Installation & Documentation

Delivery/Installation of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-

- (a) 2 copies of Vendor's Invoice showing Contract number, Products description along with serial number and Part number, quantity, unit price and Total amount, barcode should be p asted in the installation certificate. (Appendix-7)
- (b) Manufacturer's / Vendor's warranty certificate, User manuals, CDs etc

The above documents shall be handed over by the vendor to the branch on handing over the security equipment to the branch. Payment will be released after handing of the above mentioned documents.

Delivery, Installation and commissioning of the equipment shall be made by the vendor in accordance with the system approved/ordered.

For the System & other Software, the following will apply:

- (a) The Vendor shall provide <u>free licensed software</u> for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
- (b) In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement that he has entered into contract with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.
- (c) The vendor shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the vendor shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

Acceptance Procedure: On successful completion of installation, commissioning, acceptability test, receipt of deliverables, etc., the installation certificate (Appendix-7) signed by the Vendor and the representative of the Bank will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

Insurance:

The security equipment during defect liability period will be covered under insurance. Should any loss or damage occur, the Vendor shall promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

Warranty/Uptime/Penalty:

The Vendor warrants that the products supplied under the Contract are new, unused, of the most recent or current model and they incorporate all recent improvements in design and/or features. The Vendor further warrants that all the Products supplied under this Contract shall have no defect, arising from design or from any act of omission of the Vendor, that may develop under normal use of the supplied products in the conditions prevailing in India.

<u>Warranty for Hardware Components</u>: Onsite comprehensive warranty for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months from date of installation, commissioning and handing over of the equipment to the Bank. Warranty for the System Software/off-the- shelf Software will be provided to the Bank as per the general conditions of sale of such software. **Warranty on the new control panel will be of 02 years.**

All of the terms, warranties and benefits granted by VENDOR herein are comparable to

or better than the equivalent terms being offered by VENDOR to any of its present customers. If VENDOR during the terms of this Agreement enter into arrangements with any of its customers providing greater benefits or more favorable terms, this Agreement shall thereupon be deemed to provide the same to the Bank.

The Vendor shall in addition comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part the Vendor shall make such changes, modifications and / or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of one year (Warranty on the Control Panel will be of 02 years) from the date of commissioning and handing over of the equipment to the Bank. The Vendor shall repair or replace worn out or defective parts of the equipment at his own cost including the cost of transport. No charges, fees, accommodation, boarding, etc, shall be paid or provided by SBI to the service engineer or assistants.

Any penalty due during the Warranty period will be adjusted against the 10% retention money held by the respective branch for defect liability period or in the security deposit retained by the Bank.

<u>Preventive maintenance</u>: The VENDOR shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) quarterly of newly installed well as existing security equipment's. **Vendor will arrange for all necessary authorization certificates for back to back support for maintenance of the existing security system from the manufacturer of the equipment**. During the term of the contract, the VENDOR will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance Services:

- a) Free maintenance services during the period of warranty. Professionally qualified personnel who have expertise in the hardware and system software supplied by the vendor will provide these services.
- b) The Vendor shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during working hours i.e. from **09.00 A.M. to 07.00 P.M**. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the VENDOR are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the equipment need replacement, the VENDOR shall replace such parts, at no extra cost to the BANK, with brand new parts or those equivalent to new parts in performance. For this purpose the VENDOR shall keep sufficient stock of spares for **05 years** from date of installation of equipment.
- c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Vendor's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) **shall not exceed 36 hours**.
- d) The VENDOR shall ensure that faults and failures intimated by Bank as above are set right **within 36 hours** of being informed of the same.

- e) The VENDOR shall ensure that the full configuration of the equipment is available to the BANK in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
- f) In the event of the equipment not being repaired or a workable solution not provided during Warranty period, a penalty of **0.5 percent** of the total consideration for each week or part thereof the delay, subject to maximum amount of **five (05) percent** of the total consideration will be charged to vendor. The vendor may provide temporary equivalent replacement as a workable solution to avoid the above penalty.
- g) All engineering changes generally adopted hereafter by the VENDOR for equipment similar to that covered by this AGREEMENT, shall be made to the equipment at no cost to the Bank.
- h) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- i) The Bank shall maintain a Security register at its site in which, the Bank's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The VENDOR's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the VENDOR'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. AMC visit will be only counted when in the report system and all its accessory will be marks as working properly. The original of the field call report shall be handed over to the Bank's official.
- j) The VENDOR shall provide replacement equipment of similar brand or similar brand with higher make if any equipment is taken out of the premises for repairs.
- k) The obligations expressed under the warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive, unscheduled), and transport charges from site to manufacturer's works and back for repair/adjustment; or replacement at site of any part of the equipment which under the normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to VENDOR.
- VENDOR shall further ensure that the EQUIPMENT is not down at any time for want of spare parts.
- m) VENDOR shall provide repair and maintenance service, in response to oral, including telephone, WhatsApp notice by the Bank, within 36 hours and also provide a **complaint number** for tracking the complaint status. VENDOR shall ensure that faults and failures intimated by the Bank at above are set right within 36 hours of being reported.
- n) VENDOR shall also guarantee that there shall not be more than five failures in any calendar quarter at any site of the peripherals being supplied. In the event of more than five failures in these critical components, VENDOR shall REPLACEthe defective equipment with NEW equipment of same make, model or better configuration in same rates, acceptable to SBI, immediately. During the maintenance visit the technician will give training to the staff available on the handling and maintenance of the equipment.
- (o) The vendor should undertake to implement the observations/recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the

Bank or external agencies and any escalation in cost on this account will not be accepted by the Bank. he selected Vendor should carry out all installation/AMC tasks in close coordination with the Security Officer and Chief Manager (GB/Admin) posted at AO/RBO, depending on the Bank's requirement.

(p) During the period of contract due to any reason if there is shortage of spares or the selected model is not available in the market then the company will provide another model, same brand with equivalent configuration or higher on same rates and terms and conditions which should be accepted by the Bank.

<u>Transfer of ownership</u>: Transfer of ownership of the property shall be effective as soon as the equipment is installed, tested and commissioned at the SITE and accepted by SBI. While repairing, any worn or defective parts replaced by the VENDOR and the parts replacing the withdrawn parts shall become the property of Bank.

The VENDOR's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement on showing of identity card issued by the vendor to its technician.

However if Bank desires to shift the equipment to a new site and install it thereof urgently, the VENDOR shall be informed of the same immediately. THE Bank shall bear the charges for such shifting and the VENDOR shall provide necessary arrangement to Bank in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the VENDOR.

NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

On account of any negligence, commission or omission by the engineers of the VENDOR and if any loss or damage caused to the security Equipment or to the other equipment's of the branch or its property, the VENDOR shall indemnify /pay/ reimburse the loss suffered by the BANK to its full present cost.

Maintenance and Support:

The Vendor shall clearly state the magnitude of the Vendor's presence in Bihar & Jharkhand and Administrate Office/RBO (allotted) locations to provide 24x7 post implementation support.

During the warranty period the vendor has to arrange quarterly visits for inspection of the equipment and provide services.

Comprehensive Service Level Agreements (SLA) or AMC for <u>03 years</u> to be provided by vendors and will essentially have to enter in to an Annual Maintenance Contract (Annexure-G) for a minimum period of <u>03 years</u> for maintenance of the system installed by them after the expiry of the warranty period.

Annual Maintenance of the existing security system is compulsory to be done by the vendor. If the vendor did not have back to back supported certificate from manufacturer of the existing security equipment than he will arrange for it.

Annual Maintenance Contract (AMC)

- a) After expiry of the warranty period, THE VENDOR shall provide maintenance services for the EQUIPMENT at the quoted rate submitted by him after the bidding process, for a period of <u>03 years</u> at <u>quarterly intervals</u>. The first AMC visit will be done <u>within</u> 15 days after the completion of warranty period. Then after the visit to be done quarterly basis. There should be gap of minimum 70 days between two AMC visits.
- b) However, the AMC charges will be payable after <u>each quarterly visit</u>, subject to satisfactory maintenance services. THE VENDOR shall not increase the AMC rate during contract period excluding the warranty period. The detailed conditions and covenants governing the AMC would be as per specimen agreement given in Annexure-G to this RFP.THE VENDOR shall be in position to maintain the complete equipment installed by him during the contract period. SBI may change the terms of the future AMCs, if necessary, to meet changing needs, on mutual agreement with THE VENDOR. The AMC agreement will be executed on Banks standard format.
- c) AMC visit will be construed to be done only when the system is found to be functioning completely/ properly. Vendor will submit maintenance certificate as given in **Appendix-8**
- d) VENDOR shall keep sufficient standby security equipments and spares of essential kits or parts of the EQUIPMENT all the time, as may be required to keep the downtime minimum. The VENDOR, if he chooses, may install his own standby system of identical specification/ make, if such systems are acceptable to SBI.
- e) In case of services rendered by the VENDOR is not satisfactory, the Bank will forfeit the Security money deposit. He will be de-empaneled in the Bank for next 03 years. His work will be allotted to the other empanelled vendor.
- f) In the event VENDOR decides to discontinue the supply of sub-assemblies, kits of parts, components and spare parts for the EQUIPMENT purchased after the expiry of the said five years, VENDOR shall give 03 months notice prior to such discontinuance and assist SBI to make alternative arrangements.
- g) All engineering changes generally adopted hereafter by VENDOR for equipment similar to that supplied, as per the schedule of work, shall be made to the EQUIPMENT at no cost to SBI.
- h) The contact details of service centre, technicians and Manager i.e. telephone numbers, Mobile No., Fax No., E-Mail id, or service focal point(s) to be provided to the Security Officer, Chief Manager (Compliance) of AO/ RBO. In case, there is any change, updated list should be submitted to the Bank immediately.

Security:

- a) All the employees of the Vendor/OEM must always carry/display their identity cards for authentication without which they will not be allowed entry in the Bank.
- b) VENDOR agrees that he and his personnel will at all times comply with all security regulations in effect from time to time at the Bank's premises and externally for materials belonging to the Bank.
- c) A complain number shall be generated for all complaints received from the Bank by the Vendor for future references.
- d) The vendor will submit the list of his technicians who will visit the branch for service support to the concerned security officer, Chief Manager (GB/Admin) AO/RBO. Whenever there are changes in the names of the technician, the vendor will submit the fresh list to them.

Future additions of Hardware / Software:

The Bank would have the right to:

- a) Shift supplied systems to an alternative site of its choice.
- b) Disconnect/connect/substitute peripherals or devices or any equipment/ software acquired from another vendor.
- c) Expand the capacity / enhance the features/upgrade the hardware/software supplied, either from the vendor, or another vendor, or developed in-house. provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the VENDOR cost of performing repair and maintenance service.

The warranty terms would not be considered as violated if any of (a), (b) or (c) above takes place. Should there be a fault in the operations of the system, the vendor, would not unreasonably assume that the causes lie with those components/software not acquired from them.

Subcontracting:

The Vendor shall not assign or sub contract, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

The VENDOR will not subcontract or permit anyone other than The VENDOR's qualified personnel to perform any of the work, services or other performance required or The VENDOR under this agreement without the prior written consent of the bank. However, such restriction is not applicable for service/repairs/maintenance is being provided by the authorized representative of Original Equipment Manufacturer (OEM), subject to proper authorization by the VENDOR, in his presence.

CONFIDENTIALITY:

The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any otherparty. The VENDOR agrees to take appropriate action with respect itsemployees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

The VENDOR / Bank will treat as confidential all data and information about the VENDOR/Bank/Contract obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

TRAINING:

The Vendor shall offer in-depth training to the branch staff on the offered solution according to the following:

- a) The training shall be conducted by the vendor within the branch/office premises. It will be given to the Staff at the time of installation and during AMC visits.
- b) This will cover the operation and handling/maintenance of the system.
- c) Hands outs on training and configuration should be provided by the vendor.

d) Whenever the Bank advise, the vendor will provide training to Bank staff in handling of security equipments in **SBILDs** during training program without any cost to the Bank.

For that the vendor will make minimum 03 training boards installed with the equipment's for handling practice during the training.

Payment Terms

Payment shall be made in Indian Rupees.

- (a) 90% of the total amount on installation, commissioning and hand over of the new equipment to the Bank.
 - (b) Balance 10% after the expiry of defect liability period of two years. Payments will not be released for any part-shipment or short-shipments.

Note: No advance shall be paid at the time of placing the work order

Payment Schedule for Annual Maintenance Contract

- a) There will be quarterly visits for the AMC. Payment shall be made after each completed visit **subject to** satisfactory completion of maintenance work.
- b) Missing of one quarterly AMC visit schedule, a penalty equal to the double of the quarterly AMC visit charge will be imposed on the vendor. The same will be deducted from the AMC bill amount of the vendor or from the Security Deposit money.
- c) Repetition of missing of quarterly AMC visit will result in de-empanelment of the vendor for minimum period of three years and the work will be allotted to the other empanelled vendor.

Period of Empanelment and Performance review of the Vendors:

The Vendor empanelment in the Bank will be for the period of 03 years. The validity of empanelment may be further extended on the existing terms and conditions for another one year, provided that the vendor performance should be found satisfactory during the contract period. It is to note that after the completion of 03 years if the vendor does not get de-empanelment notice from the Bank it will constitute that the vendor empanelment continues in the Bank for another one year.

Empaneled vendor who has not been given work order shall deposit **Rs 10,000/-(Rupees ten thousand only)** as security deposit money for empanelment. This security deposit money will be increased proportionately as and when the vendor gets the work order.

If empaneled vendor will not participate in reverse auction or commercial bid subsequently or in future within contract period, then the empanelment of the vendor will be cancelled and the security money deposited will be forfeited.

Those empaneled vendor who did not get any work order during the term of 03 years empanelment, their empanelment will be extended to another one year and so on, subject to the condition that any adverse report against their performance in the same field is not received from their existing clients.

Review of the performance of the all empaneled vendor will be done on half yearly basis through performance review meeting.

Those vendors whose performance is founded unsatisfactory will be removed from the empanelment list of the Bank for three years and penalty will be imposed as deemed fit by the Bank.

Prices

The quotation must be complete in itself, properly worked out to cover all THE VENDOR'S obligations under the contract and all matters and things necessary for the proper completion of the work, and the rates quoted therein must be correct and sufficient to cover THE VENDOR'S costs, overheads and profits etc, completely for the individual items of work including cost for all necessary materials and labour cost of installation, transportation, travelling, training excluding taxes or duty levied by the Local/State/Central Government as on the date of submitting quotations, if and as applicable. Price will be inclusive of insurance against loss or damage by fire, theft or other usual risks during transit, and till the work is complete at site and handed over to SBI at site in all respects according to the true meaning and intent of the contract. All the employee of the Vendor who will visit branches/offices etc will have also be covered in insurance and in case of any eventuality bank will held not liable for payment towards their insurance.

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to change for the **period of 03 years** from the entry into the Contract.

The Vendor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in all types of taxes levied by Government (Central/ State) etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

The Bank reserves the right to re-negotiate the prices in the event of change in the international market prices of both the hardware and software.

The rates of the complete system along with its accessories as per the given technical specifications shall include cost of complete system installed excluding all types of taxes, levies by Government (Central/State). Installation charges will be inclusive of transport cost, transit insurance, loading - unloading, installation, testing, commissioning, etc

Bank may constitute a committee for assessing the price of the equipment during the term of the contract and if there is drastic reduction in the rate of any equipment or its accessories, the benefit of it to be passed to the bank. In same way if the rate of any equipment or its accessories goes up drastically the vendor may approach to the Bank for it rate revision. Banks decision in it will be final and binding.

The price will be reviewed every year along with the specification. If the specification available in the market are upgraded and better than the existing one and cost equivalent or less than the existing one, then same will be provided to the Bank.

<u>Contract Amendments</u>: No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

Delays in the Vendor's Performance

Delivery installation, commissioning of the Products/ Solution and performance of Services shall be made by the Vendor within the timelines prescribed.

If at any time during performance of the Contract, the Vendor encounter conditions impending timely delivery of the Products and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for

performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

Penalty Clause:

In case of delay in completion of the project/ new installation, within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remediesunder the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5 percent** per week or part thereof of contract price subject to maximum deduction **of 5%** of the delivered price of the delayed Products or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

After the work is completed, if the VENDOR violates the terms of the agreement, the Security Deposit shall be forfeited. In addition to the above the Bank reserves the right to claim the damages suffered or may suffer from such VENDOR/ VENDORs.

During the period of Annual Maintenance Contract agreement, if the VENDOR fails to provide the service as per the terms and conditions of the agreement, a penalty of **Rs 100/- per day per equipment per branch** (subject to a maximum amount of **Rs 5000/-** shall be imposed on the VENDOR, who fails to repair the system within the agreed time period of 36 hrs from the date of reporting. The amount shall be deducted from the AMC bill/ Security deposit money or the vendor to deposit the penalty in the branch. In addition to the above the Bank reserves the right to claim the damages suffered or may suffer from such VENDOR/ VENDORs.

If the vendor did not attend the complaint within the time as per the agreement then the said order will be given to the other empaneled vendor. Penalty will be imposed on the vendor for any losses occurring to the bank due to non-functioning of the equipment.

VENDOR shall ensure that fault and failures intimated by SBI as above are **diagnosed** and repaired within 36 hours. If the repair work is expected to be prolonged beyond 36 hours of down time, VENDOR shall replace the defective EQUIPMENT with STANDBY EQIPMENT immediately, and restore operation. VENDOR will be required to pay penalty @ **Rs 100/-** per day if repair works/replacement of defective equipment does not take place within the stipulated period.

If the vendor does not work satisfactorily than he will be de-empaneled and will not be allowed to work in Patna Circle for minimum period of three years. His workorder/ AMC work will be given to other empaneled vendor.

If the vendor will installed sub-standard material or duplicate material or non-approved security equipment and its accessories he will be de-empaneled and will not be allowed to work in Patna Circle for minimum period of three years and the Security Deposit shall be forfeited.

Security deposit:

An EMD of **Rs.100000 (One lac only)** shall be deposited in the formof a Demand Draft in favour of the "SBI LHO Patna", payable atPatna" along with signed RFP document for

participating in tender process.

5% of the total contract value less the EMD paid or **minimum Rupees one lacs** shall be deposited in form of a demand Draft in favour of the "AGM (P&E), SBI LHO Patna",payable at Patna within 07 days from the date of getting work order by L1, L2, L3, L4, L5 as Security deposit amount for the entire AMC period.

In case the shortlisted vendor backs out and refuses to work, the EMD/Security money deposit shall be forfeited and the vendor will be debarred for 03 years from taking part in the future security equipment tenders floated by the bank for its Patna Circle branches.

Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

(a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

Or

(b) If the Vendor fails to perform any other obligation(s) under the Contract.

In the event the Bank terminates the Contract the vendor will not be allowed totake part in any further tender of security system for next 03 years from the date the Banks terminates the contract.

Force Majeure

Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as faras is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

<u>Termination for Insolvency:</u> The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

<u>Termination for Convenience</u>: The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to

which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

Resolution of Disputes:

The Bank and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Vendor. Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- (b) Arbitration proceedings shall be held at State Bank of India Local Head Office Patna and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

<u>Governing Language</u>: The governing language shall be English. **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive **jurisdiction of courts at Patna.**

Addresses for Submission of application:-

The following shall be the address of the Bank and Vendor.

Asst General Manager (P&E)
Local Head Office,
State Bank of India,
Gandhi Maidan (West)
Patna-800001

<u>Taxes and Duties:</u> The Vendor will be entirely responsible for all applicable taxes of Central/State Government taxes, license fees, <u>road permits</u>, GST etc. in connection with delivery of products at site including incidental services and commissioning.

<u>Income / Corporate Taxes in India</u>: The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

<u>Tax deduction at Source</u>: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

The Vendor shall make his own arrangement for the engagement of all labor and shall be responsible for regulating their service and work conditions in conformity with all Acts, Regulations, Rules or Order of Competent Authority under relevant laws in force during the **contract** period. Vendor shall indemnify the Bank from all claims relating to Workers/Staff/Sub-Vendor's Salaries, Wages, Overtime, Leave, Provident Fund, ESI, Medical Facilities, Gratuity, Bonds or any other claim as applicable and stipulated in any Statutory provisions, rules or order of Competent Authority.

Vendor's obligations

The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

The vendor will be responsible for arranging and procuring all relevant permissions/ Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same.

The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Vendor will abide by the job safety measures prevalent in India including the insurance coverage of its staff and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence/ or during performance of any work in the Bank. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Vendor shall issue Photo-Identify Cards to all its employees who would be deployed for the survey / installation / maintenance or any other job for the system. The Photo-Identify Cards shall be signed by the employee concerned, the authorized signatory of Vendor, Photo copy of such Photo-Identify Cards to be deposited with the Circle Security Department. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

Right to use defective product: If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

(To be furnished on Vendor's letter head)

Date:
ō:
Assistant General Manager (P&E), 8 th Floor, Local head Office, State Bank Of India, Gandhi Maidan (West), Patna-800001.
Dear Sir,
APPLICATION FOR EMPANELMENT OF VENDORS FOR SUPPLY. INSTALLATION AND MAINTENANCE OF SECURTY ALARM SYSTEM IN STATE BANK OF INDIA PATNA CIRCLE
With reference to your advertisement datedfor the captioned work, we enclose herewith for your kind consideration our Company profile in the format provided by you in the Appendix- 1 along with necessary supporting papers signed and sealed by the authorized signatory of the firm. We confirm that the details furnished by us are true and correct.
We undertake to produce the original of all the papers/ documents attached herewith as and when asked for by the Bank and shall extend all assistance to the Bank Authorities for the purpose of empanelment.
$3. We \ hereby \ undertake \ and \ agree \ to \ abide \ by \ all \ the \ terms \ and \ conditions \ stipulated \ by \ the \ Bank in the REQUEST FOR PROPOSAL (RFP) .$
4. In case of our empanelment, we shall participate and submit the commercial bid (Offline/online) on the date advised to us. We shall also abide by the Business Rules prescribed for auction. 5. We clearly understand and undertake that mere submission of application does not guarantee for our empanelment and Bank's decision in this regard will be final and binding on us. We submit this application in token of our acceptance of the terms & conditions laid down in this advertisement.
Dated this day of2021
(Signature) (Name) (In the capacity of)
seal Duly authorized to sign Bid for and on behalf of

DETAILS OF MANUFACTURERS/ FIRMS/ COMPANIES/ DEALERS/ VENDORS

SR. NO	SUBJECT	DETAILS
1	Name of the Manufacturer/ Firm/ Company/ Dealer/ Vendor With Year of Establishment	
2	Address of Corporate Head Office	
3	Name(s) and Addresses of: Sub Offices / Dealers/Distributors located in Patna, Muzzaffarpur, Gaya, Bhagalpur, Ranchi, Deoghar, Dhanbad.	
4	Communication details	(a) Landline Tele No(s)with STD codes : (b) Mobile No(s). : (c) Fax No(s) : (d) e-mail ID :
5	Constitution of the Manufacturer/ Firm/ Company/ Dealer/ Vendor	Partnership/Proprietorship/Ltd Company
6	Names of Partners/ Associates/Proprietors Authorized signatory/ies	
7	Bio-data of Partners/Associates With Address &Tele/Mob/email IDs (Details to be given in separate enclosure)	Enclosed :Yes/No
8	Details & Qualification of trained Engineers/technicians	(a) No of Engineers : Average Qualification : (b) No of Technicians : Average Qualification :
i		

9	Details of Workshop(s) /Service centres in Patna, Muzzaffarpur, Gaya, Bhagalpur, Ranchi,Deoghar,Dhanbad with Complete Addresses	
10	Various latest Registration Nos/ Certificates (Latest attested copies to be enclosed)	(a) GST Registration No :
11	Bank Details (Latest Solvency certificate worth Rs. Ten Lakhs to be enclosed)	Account No : Name of Bank : Branch Address : Tele No's : (With STD Code) Mobile Nos : Fax : Email ids :
12	Details of relative(s) employed in S.B.I., if any.	Name :
13	Copy of PAN Card	Enclosed :Yes/No

14	Annual Turnover of last THREE yrs.(Please enclose copies of	(Rs. in Lakhs)	As at cl	ose of busine	ess as on
	Audited Profit and Loss, Balance	,	31.03.2020	31.03.2019	31.03.2018
	Sheet and Turnover Certificate	Turnover /			
	along with Auditor's Note)	Sales			
		Other			
		Income			
		Profit before			
		Tax			
		Profit after			
		Tax			
		Capital			
		&Reserves			
15	List of Clients	(As per attac	ched format- A	Appendix -2)	
16	Work Experience (Proof of work	(As per attac	hed format-	Appendix -3)	
	order as well as completion				
	certificate to be attached)				
17	Order of documents to be enclosed	Appendix-4			

(Authorized Signatory)	(Seal of Manufacturers/ Firms/ Companies/ Dealers/ Vendors)
Date:	
Place:	

Appendix-2

LIST OF CLIENTS

Sr No	Client's Name & Address	Contact Person name and mobile number	Year	Whether still doing AMC of the system

Appendix-3

WORK EXPERIENCE SECURITY ALARM SYSTEM

Sr No	Client's Name &Address	Order value	Date of Completion	Installation done in total number of branches

Note: Work Completion Certificate and work order to be placed together i.e. first work completion certificate to be placed followed by work order letters.

Bid documents should be submitted as per the following order:

- 1. Application for empanelment (Annexure-A).
- 2. Details of Manufacturers/Firms/Companies/Dealers/Vendor (Appendix-1).
- 3. Turnover and profit and loss statement.
- 4. A valid Direct Authorized Dealer Certificate from ODM / OEM. Back to back support certificate for 05 years i.e MAF (Annexure B).
- 5. Applicant PAN and GST Number proof.
- 6. Banker's Solvency Certificate (not less than 06 months old in original) worth **Rs. 10 lakhs** along with Bank details.
- 7. ISO Certification, if any.
- 8. List of Support offices or Sub offices / dealers. Proof of the office existence for minimum **three years** before the date of the tender (copy of certificate issued under Shops and Establishment Act).
- 9. List of clients (appendix-2)(Old and Current)
- 10. Satisfactory Performance Certificate from clients (old as well as current) whose work order shown and where company is currently empaneled.
- 11. Work experience (Appendix-3).
- 12. Work completion certificate and work orders (for which work completion certificate given). It is to note that every work completion certificate should be followed by the work orders for which it has been given in symmetrical fashion.
- 13. Service level Agreement or any other documents showing empanelment with 03 Banks (Public/Private sector) at National level and 02 Banks (Public/Private sector) in Bihar and Jharkhand states.
- 14. Product certification and product literature.
- 15. Signed RFP documents.
- 16. EMD and Tender money.

No.		D	ate:
8 th Flo State E Gan	General Manager (P&E), or, Local head Office, Bank of India, Idhi Maidan(W), na-800001.		
Dear Sir	:		
SUBJE(CT: MANUFACTURERS'/PRODUCERS	AUTHORIZATION FORI	<u>M</u>
We	registered office	at	_having joint venture /
authoriz	ed dealer etc. with, sion detection Alarm/Security Alarm	, who are established and	leading manufacturer
of Intru	sion detection Alarm/Security Alarm	products, do hereby aut	
	having	their regis	stered office
nrovide	to after sales support for our range of und	Submit quote, negotiate ler mentioned products at	e, supply, ilistall and inted by them to meet
	ve mentioned tender:-	ioi moniionou producio qu	lotod by thom to moot
Sr. No	Product	Company	Remarks
1	Security Alarm System		
conduct the Bank 4. We he ye necessar	as OEM are responsible that the System Audit of the products being installed by a without any extra cost, as a service supereby confirm to extend our back to back ears. Also, we as an OEM assure that any spares would be provided at cost to dis for this tender/project.	the System Integrator, as oport to the Bank. k technical support and met the quoted models are	and when required by neet warranty terms of not at end of life and
	luly authorize the said System Integra ons, Technical support and maintenance		
Thankin	g you,		
Yours fa	ithfully,		
(Name 8	ed Signatory & Designation, seal of the OEM) No. E-Mail Address		
sł	his letter of authority should be on to nould be signed by a person competent anufacturer. The Vendor in its Bid should	t and having the power o	

FORMAT FOR EMD

(To be furnished on Vendor's letter head)

То:
Assistant General Manager (P&E), 8 th Floor, Local head Office, State Bank of India, Gandhi Maidan(W), Patna-800001.
Dear Sir,
EMD FOR PARTICIPATION IN TENDERING PROCESS FOR EMPANELMENT OF VENDORS FOR SUPPLY, INSTALLATION, COMMISSIONING, TESTING, CERTIFICATION AND MAINTENANCE OF SECURITY ALARM SYSTEM IN STATE BANK OF INDIA, PATNA CIRCLE
With reference to the captioned subject, we intend to participate in the tender process for empanelment of vendors for supply, installation, commissioning, testing, certification and maintenance of SECURITY ALARM system in the branches/ offices/ ATMs in state bank of India, Patna Circle spread over in the states of Bihar & Jharkhand.
2. As per the terms and conditions of RFP, we submit draft No
3. We undertake that in the event of not performing the obligations as per the terms and conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us, the EMD will be forfeited
Yours faithfully,
For and on behalf of

Authorized official.

Date

Page 43 of 57

Seal

(To be furnished on Vendor's letter head)

Annexure -D

Letter No:

To Date:

Assistant General Manager (P&E), 8th Floor, Local head Office, State Bank Of ndia, Gandhi Maidan, Patna-800001.

Dear Sir,

EMPANELMENT OF VENDORS FOR SUPPLY. INSTALLATION. COMMISSIONING. TESTING. CERTIFICATION AND MAINTENANCE OF SECURITY ALARM SYSTEM IN STATE BANK OF INDIA, PATNA CIRCLE: ACCEPTANCE OF OFFER

With reference to above, We hereby agree to abide by all terms and conditions laid down in commercial bid document and also agree to the following:

- i) We forward herewith a security money deposit of Rs. We also agree to the fact that the Security Deposit (SD) will be held in Current A/c. of SBI and will not carry any interest thereon till the time it is returned to us.
- ii) The empanelment will continue, subject to satisfactory performance of the contract.
- iii) We also confirm that mere empanelment does not ensure us the right to be invited to participate in all/any bids/ quotations/tenders/ projects and/or to get work.
- iv) We also confirm that various certificate/ authority letters as applicable will be renewed in time and renewed copies of the same should be submitted to the Bank for the record.
- v) We also confirm that we will respond to the enquiries by the Bank without fail, as & when sent to us. If we do not respond, our firm will be delisted from Bank's list of empanelment without any further notice.
- vi) Whenever any work order is given to us, it is compulsory to enter/sign the agreement between Bank and us before the commencement of the work. Terms and conditions will form part of the contract.
- vii) We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in the event of any information/ data/particulars proven to be incorrect, the Bank will have the right to disqualify and de-empanel us and in the event of any details submitted turned out to be false during the tenure of AMC the Bank is at discretion to forfeit the EMD/Security Deposit towards performance security and terminate the AMC.

Yours	aithfully,		
(Signat	ure of the Vendor		
with	stamp)		

(To be furnished on Vendor's letter head) (NOT TO BE FILLED AND SUBMITTED NOW)

To:
 Assistant General Manager (P&E),
 8th Floor, Local head Office,
 State Bank Of
 India,
 Gandhi Maidan
 (West),

Dear Sir,

PRICE BID PROPOSAL

Patna-800001.

amount in words and figures). All inclusive excluding taxes for Appendix-6

The price break up as per the BOQ at Appendix-6 is enclosed

- 2. While submitting this bid, we certify that:
 - The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
 - Prices bid submitted by us have been arrived at without agreement with any other Vendor of this RFP for the purpose of restricting competition.
 - The Prices bid submitted by us have not been disclosed and will not be disclosed to any other Vendor responding to this RFP.
 - We have not induced or attempted to induce any other Vendor to submit or not to submit a bid for restricting competition.
- 3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the equipment within a period of **15 days** from date of Work Order.
- 4. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

- 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 7. We also certify that the information /data/particulars furnished in our bids are factually correct. We also accept that in the event of any information/ data/ particulars proven to be incorrect the Bank will have the right to disqualify us from the bid and in event of any details submitted turned out to be false during the tenure of AMC the Bank is at discretion to forfeit the EMD/ Security money deposit towards performance security and terminate the AMC.
- 8. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any bid without assigning any reason or giving any explanation whatsoever

Dated this day of	2021	
 (Signature)	(Name)	 (In the capacity of)
Duly authorized to sign E		

SERVICE LEVEL CONTRACT FOR NEW SUPPLY AND ANNUAL MAINTENANCE OF SECURITY EQUIPMENT HARDWARE. SOFTWARE & OTHER RELATED SERVICES

MADE THIS	the DAY OF	2021	BY AND
BETWEEN			
	stituted under the SBI Act 1955 a	•	
at Patna (hereinafter referred to	o as 'The Bank' which expressior	n shall include its su	iccessor and
assigns)			
	AND		
M/s		having	its Head
Office			at
-		(he	reinafter
referred to as VENDOR which	expression shall include its succe	ssors and assigns)	
WHEREAS the Bank has ins	stalled SECURITY ALARM SYS	TEMS (Hereinafter	referred as
EQUIPMENT) for its operation	ns and VENDOR agrees to pro	vide and enquired	services as
defined herein.			
Now it is agreed as follows:			
•			
During Service Level Contract	t, VENDOR shall agree to provi	de new EQUIPME	NT and also
provide service support to the e			
	74		
Duration of the Contract			
The Contract duration will be of	f 03 years i.e from	to	
	<u> </u>		
(Terms and Conditions at Pa	ara 29 will be part of the contrac	ct)	
1 THE WITH COMMISSION OF T	pro as it in as part of the solition	 /	

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of VENDOR affixed in	n presence of	
Shri	 presentative) horized representative,	
Shri	Designation _	
In the presence of	Designation _	·
(1) Shri		
(2) Shri		
In terms of Board/partnersl	hip resolution dated	
The Bank by its representa	ative	
Shri State Bank of India,	•	
Date:20		
Note: Depending upon the properly to state such co		ndor, necessary changes will be made

SECURITY ALARM SYSTEM

Approved Makes

Honeywell / Bosch /DSC / Falcon / Securico / SEPL/Texecom/ AMC or any equivalent

1. Components of Security Alarm System at all Branches

- i. Hybrid Control Panel with option of connecting PSTN/GSM or 4G single Module for voice and data communication based Voice dialer
- ii. LCD Keypad with 5 Programmable Function Keys
- iii. 4G LTE & Ethernet/IP Dual path Communicator auto switch over for LAN and 4G Module.
- iv. Wired PIR Sensors
- v. Wired Glass Break detector
- vi. Wired Vibration detector
- vii. Wireless Panic Button
- viii. Wireless Key fob
- ix. Wired Hooters External and Internal
- x. Wired Magnetic Sensors

2. Technical Specification for Security Alarm System

Panel

- i. The system should have on-board 8 Wired Zones.
- ii. The system should be able to expand to 32 wired or wireless zones by using additional modules.
- iii. The System should have minimum 2 PGM outputs which should be able to expand to 38.
- iv. The System should have template programming
- v. The system should support up to 8 supervised Keypads
- vi. The system should have 4 partitions
- vii. The System should have 500 event buffer
- viii. The system should have 40 user codes.
- ix. The system should have in-built PSTN communicator

3. Keypad

- i. Keypad should be wired to the panel.
- ii. Keypad should have 2 X 16 character full message LCD Display
- iii. Keypad should support multiple languages
- iv. Keypad should show global partition status

- v. The Keypad should have Menu programming
- vi. The keypad should have white backlit keys
- vii. The Keypad should have 5 programmable function Keys
- viii. The Keypad should have an additional hardwired zone.

4. 4G LTE and Ethernet IP Communicator

- i. Should support contact ID/SIADC-09 communication format from a connected control panel for communication over the LTE and IP network.
- ii. Should have integrated antenna on-board up to 3m.
- iii. Should have option to control through Mobile App
- iv. Should have 8 telephone nos. programmable for SMS and Call dialer
- v. Should have 6 I/O terminals for customized reporting
- vi. Should have anti jamming feature
- vii. Should have GSM Signal Indicator
- viii. Should have 32 SMS Messages capability
- ix. Should have optional back up battery (Should have space for battery inside the panel)

5. Wired Dual Technology PIR with Pet Immunity

- i. The sensor should have Anti-Masking
- ii. The sensor should have Digital Signal Analysis
- iii. The Sensor should have 10 Kg pet immunity
- iv. The sensor should have quad linear imaging technology to differentiate between pets and human body.
- v. The sensor should have microwave detection in combination of infrared to avoid false alarms
- vi. The sensor should have adjustable detection range of up to 10 meters.
- vii. The installation should be user friendly with or without the bracket.

6. Wired Glass Break Detector

- i. The detector should have digital signal analysis.
- ii. The detector should detect sounds of all type of braking framed glasses
- iii. The detector should be able to adjust sound sensor separately
- iv. Should have Form A alarm contact and tamper switch
- v. The detector should be Omni-directional

7. Wired Vibration Sensor

- i. The detector should have bi colour LED's to show minor or major attacks
- ii. The detector should have anti tamper protection
- iii. The detector should have sensitivity adjustment
- iv. The detector should have immunity to low frequency false alarm and radio interferences

8. Magnetic Sensor:

- i. ABS body.
- ii. Wired with tamper loop (NC circuit).
- iii. Operating Gap: 15mm.

9. Wireless Panic Button

- i. Should activate by a large, easy to use button
- ii. Should be water resistant
- iii. Should be fully supervised
- iv. Should have good battery life of 3 years

10. Wireless Key Fob

- i. Should have 4 programmable function Keys
- ii. Should have visual and audible indication
- iii. Should have delay on panic
- iv. Should have good battery life of 3 years

11. Wired Siren Indoor

- i. Should have approx... 105 DB sound
- ii. Should have dual tone yelp and steady
- iii. Should be of ABS Plastic

12. Wired Outdoor siren and strobe

- i. Should have strong plastic cabinet to resist extreme weather condition
- ii. Should have protection against cut wires, lamp damage and tampering
- iii. Should be minimum IP34 protected
- iv. Protection with tropicalized metal inner-plate
- v. Battery test circuit with battery low indicator

13. Wiring

- (i) 2 Core, 4 Core& 6 Core Multi strand .75 sq. mm, flexible, ISI marked (Finolex/ Plaza/ Polycab/ RR Kabel or similar quality), PVC insulated copper wire for connection of panic switches and other sensors respectively.
- (ii) Rigid PVC conduit 2 mm ISI mark. Fixed with metal saddling at every 02 feet distance.

Commercial Bid Details:

- 1 Price quoted shall be for a total package for a branch, which shall include the items as per the list given below including the comprehensive AMC charges per year for **03 yrs** (Post warranty).
- 2 This rate list shall form the basis for additional requirements of the items, if any in future.

RATES FOR BURGLARY ALARM SYSTEM

SI.N	Description of items	Make	Qty
0.			
1.	o zono i anoi expandable te ez mied el mielece zene by deing		01
	additional modules, 2 PGM Outputs ,500 Event buffer with the		
	metal Cabinet, locking arrangement transformer and 12 V, 7 Ah Battery		
	ballery		
2.	LCD Keypad for Arming & Disarming the System		01
3.	Zone Expander (8 zones)		01
4.	Wireless Transceiver to connect wireless sensors		01
5.	Wireless Key fob		01
6.	Wireless Panic Button		01
	Wired Magnetic Contacts		01
	Wired Dual Tech PIR with Anti Masking		01
	Wired Vibration Sensor		01
	Wired Glass break sensor		01
	Wired Indoor hooter		01
	Wired Outdoor Siren IP 34 rated with Strobe		01
1	Rechargeable maintenance free battery- (12v 7A) Exide or Amaron or Amco make only.		01
1	2 core 0.5 mm (ISI marked) cable including casing/capping per meter		01Mtr
1	4 core 0.75 mm (ISI marked)cable including casing/ capping		01Mtr
	per meter		
	6 core 0.75 mm (ISI marked)cable including casing/ capping		01Mtr
15.	per meter		
40	Buyback offer of old control panel and all its discarded		
16.	sensors.		
17.	Shifting and re-installation charges to alternative premises		
	Installation charges including packing/ forwarding/		
18.	transportation/ labour and commission charges (all inclusive)		
	AMC charges Per year post warranty		
19.			
	Total		

SPECIMEN CERTIFICATE

<u>INSTALLATION CERTIFICATE (IN TRIPLICATE): SECURITY EQUIPMENT</u> (One copy each to BM, ZSO & Along with the Bill)

	eby certify that and the system is workir						
	_ (given hereunder) hav	ve been					
	Manager / officer concern	l.					
S.No	Item Name	Make	Model	Serial	No	Quantity	
Morking	and mode of the opera	ation of t	ho evetom ha	nd boon o	volained to	the following staff	
members	•	ation or t	ne system ne	id been e	Apiairieu to	the following stan	
S.No	Name		PF Number	Designa	ation	signature	1
0.140	Ttallio	<u>'</u>	1 Hambon	Doolgin	20011	oignataro	-
		•		•		•	_
Mobile N Date: BM Certing This is working s	Technician; o:	our Bran	ich. The syste	m has bee	en installed p urity register	properly and has be	
Date: Place:				Name of B			
Stamp of Branch Mob No.				•			
Bill mus	t contain the flowing de	<u>etails</u>					
Security Alarm	Main Panel with Auto-dialer	Make					
		Model					-
		Serial	No				1
		No of 2	Zones				-

ANNUAL MAINTENANCE CERTIFICATE (IN TRIPLICATE): SECURITY ALARM

(One copy each to BM, ZSO & Along with the Bill)

Name of the Branch:
Name of branch Manager:
Landline Phone No with STD Code:
Date of Visit:

This is to certify that Security/Burglar Alarm (Security) Alarm System installed at the branch has inspected by me. The following equipments/ items installed in the branch have been serviced and found to be in working condition / out of order.

S. No	Equipment	Equipment Details		Function Report
1	Control Panel	Make & Model		
2.	Panic switches	Wireless/ Wired		
		No of Panic Switches		
3.	PIR	Make Model		
		No of PIR		
		Location of PIR		
4.	Magnetic Switch	Provided/ Not Provided		
5.	Battery Back-Up	Yes/ No		
6.	Battery	Date of Installation / replacement		
7.	Auto dialer	Landline/ GSM	Nos' fed: RM/ SO/ BM/ Acct / Guard/ Police Stn/ Other	
8.	Light Sensor	Provided/ Not Provided	No of Lights Attaches	
9.	Hooter	No. of hooter		
		Decibel		
10.	Night Mode	Working/ Not working		
11.	Other Sensor (Specify)			
12	Status of System & final comments			

It also certified that following officers/staff of the branch have been explained the functioning of security alarm system:

S.No	Name	PF Number	Designation	signature

Signature:
Name of Technician;
Mobile No:

Date:

SW Certific	ate					
This	is	to	certify	that	Mr	of M/s
The system			s serviced the be in working		arm System installed in the branch in or out of order.	ur presence.
Date:					Signature of BM (SS No)	
Place:					Name of BM	
					PF Number	
Stamp of Bi	ranch				Mob N	